

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER N00174-00-R-0037A		PAGE 1 OF 46	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N00174-00-R-0037	
7. FOR SOLICITATION INFORMATION CALL		a. NAME Ann M Baker				b. TELEPHONE NUMBER (No Collect Calls) 301-744-6679	
9. ISSUED BY  NAVSEA Indian Head  101 Strauss Avenue  INDIAN HEAD, MD 20640-5035  TEL: (301) 744-6679 FAX: (301) 744-6567		CODE N00174		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 2869 SIZE STANDARD: 1000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input checked="" type="checkbox"/> 13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13 b. RATING DO/C9E  14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  <b>SEE ITEM 9</b>			
17 a. CONTRACTOR/ OFFEROR     TELEPHONE NO.		CODE		FACILITY CODE		18 a. PAYMENT WILL BE MADE BY     CODE	
<input type="checkbox"/> 17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21 QUANTITY		22. UNIT	
		<b>SEE SCHEDULE</b>				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input checked="" type="checkbox"/> 27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED.						ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30 a. SIGNATURE OF OFFEROR/CONTRACTOR				31 a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30 c. DATE SIGNED		31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31 c. DATE SIGNED	
32 a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32 c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41 c. DATE		40. PAID BY	
				42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)  
Prescribed by GSA  
FAR (48 CFR) 53.212

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00174-00-R-0037	PAGE 2	OF 46
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NAME OF OFFEROR OR CONTRACTOR

SECTION SF 1449 CONTINUATION SHEET

**ITEM NO**  
**0001**

**BASE YEAR**

**Sulfuric Acid**

FFP - Sulfuric Acid, 93% in 45,000 lbs. truck loads  
Part# H2SO4, 66 degree Baume. No variance 93.2%  
or better (+) or (-) 10% variance in quantity.  
First delivery of 45,000 lbs. required approximately 30  
days after date of contract with balance due in increments  
of 45,000 lbs. to be delivered once or twice a month as  
required upon a 48 hour notification by authorized  
government agent.  
SIZE 45,000 lbs

ITEM NO	SUPPLIES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	<b>Sulfuric Acid</b> First Article, same as item 0001.	1.00	Gallon		

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00174-00-R-0037	PAGE 3	OF 46
---------------------------	---	-----------	----------

NAME OF OFFEROR OR CONTRACTOR

ITEM NO	SUPPLIES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Sulfuric Acid Production Quantity, if First Article is waived. SIZE 7,000 hundred pounds	7,000.00	Hundred Pounds (HP)		

ITEM NO	SUPPLIES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Sulfuric Acid Production Quantity, same as Item 0001. SIZE 7000 HP	7,000.00	Hundred Pounds (HP)		

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00174-00-R-0037	PAGE 4	OF 46
---------------------------	---	-----------	----------

NAME OF OFFEROR OR CONTRACTOR

**ITEM REQUIRED BY**

**NO**

**0002 OPTION YEAR - 1**

**Sulfuric Acid**

FFP – Sulfuric, 93% in 45,000 lbs. truck loads Part# H2SO4, 660 Baume. No variance 93.2% or better (+) or (-) 10% variance in quantity.

First delivery of 45,000 lbs. required approximately 30 days after date of contract with balance due in increments of 45,000 lbs. to be delivered once or twice month as required upon a 48 hour notification by authorized government agent. SIZE 45,000 lbs.

<b>ITEM NO</b>	<b>SUPPLIES</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
<b>0002AA</b>	<b>Sulfuric Acid</b> Production Quantity, same as item 0002. SIZE 7000 hundred pounds	7,000.00	Hundred Pounds (HP)		

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00174-00-R-0037	PAGE 5	OF 46
---------------------------	---	-----------	----------

NAME OF OFFEROR OR CONTRACTOR

**ITEM      REQUIRED BY**

**NO**

**0003      OPTION YEAR II**

**Sulfuric Acid**

FFP - Sulfuric Acid, 93% in 45,000 lbs. truck loads  
Part# H2SO4, 66 degree Baume. No variance 93.2%  
or better (+) or (-) 10% variance in quantity. First  
delivery of 45,000 lbs. required approximately 30  
days after date of contract with balance due in  
increments of 45,000 lbs. to be delivered once or  
twice a month as required upon a 48 hour notification  
by authorized government agent.  
SIZE 45,000 lbs

<b>ITEM NO</b>	<b>SUPPLIES</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
<b>0003AA</b>	<b>Sulfuric Acid</b> Production Quantity, same as item 0003. SIZE 7000 hundred pounds	7,000.00	Hundred Pounds (HP)		

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00174-00-R-0037	PAGE 6	OF 46
---------------------------	---	-----------	----------

NAME OF OFFEROR OR CONTRACTOR

**ITEM REQUIRED BY  
NO**

**0004 OPTION YEAR III**

**Sulfuric Acid**

FFP - Sulfuric Acid, 93% in 45,000 lbs. truck loads

Part# H2SO4, 66 degree Baume. No variance 93.2%  
or better (+) or (-) 10% variance in quantity.

First delivery of 45,000 lbs. required approximately  
30 days after date of contract with balance due in  
increments of 45,000 lbs. to be delivered once or  
twice a month as required upon a 48 hour notification  
by authorized government agent.

SIZE 45,000 lbs

<b>ITEM NO</b>	<b>SUPPLIES</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
<b>0004AA</b>	<b>Sulfuric Acid</b> Production Quantity if First Article is waived. SIZE 7000 hundred pounds	7,000.00	Hundred Pounds (HP)		

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00174-00-R-0037	PAGE 7	OF 46
---------------------------	---	-----------	----------

NAME OF OFFEROR OR CONTRACTOR

**ITEM REQUIRED BY**

**NO**

**0005**

**OPTION IV**

**Sulfuric Acid**

FFP - Sulfuric Acid, 93% in 45,000 lbs. truck loads

Part# H2SO4, 66 degree Baume. No variance 93.2%

or better (+) or (-) 10% variance in quantity. First

delivery of 45,000 lbs. required approximately 30

days after date of contract with balance due in

increments of 45,000 lbs. to be delivered once or

twice a month as required upon a 48 hour notification

by authorized government agent.

SIZE 45,000 lbs

<b>ITEM NO</b>	<b>SUPPLIES</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
<b>0005AA</b>	<b>Sulfuric Acid</b> Production Quantity if First Article is waived. SIZE 7000 hundred pounds	7,000.00	Hundred Pounds (HP)		

**DELIVERY INFORMATION**

<b>CLINS</b>	<b>DELIVERY DATE</b>	<b>UNIT OF ISSUE</b>	<b>QUANTITY</b>	<b>FOB</b>	<b>SHIP TO ADDRESS</b>
<b>0001</b>	<b>30 DAYS ADC</b>				
0001AA		Gallon	1.00	Dest.	
0001AB		Hundred Pounds (HP)	7,000.00	Dest.	
0001AC		Hundred Pounds (HP)	7,000.00	Dest.	

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00174-00-R-0037PAGE  
8 OF 46

NAME OF OFFEROR OR CONTRACTOR

**0002**0002AA 30 DAYS ADC      Hundred Pounds    7,000.00    Dest.  
(HP)**0003**0003AA 30 DAYS ADC      Hundred Pounds    7,000.00    Dest.  
(HP)**0004**0004AA 30 DAYS ADC      Hundred Pounds    7,000.00    Dest.  
(HP)**0005**0005AA 30 DAYS ADC      Hundred Pounds    7,000.00    Dest.  
(HP)**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	N/A	N/A	N/A	N/A
0001AB	N/A	N/A	N/A	N/A
0001AC	N/A	N/A	N/A	N/A

0002AA	Destination	Government	Destination	Government
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0003AA	Destination	Government	Destination	Government
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<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00174-00-R-0037	PAGE 9	OF 46
---------------------------	---	-----------	----------

NAME OF OFFEROR OR CONTRACTOR

0004AA Destination Government Destination Government

0005AA Destination Government Destination Government

### INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

HOLIDAY	DATE OF OBSERVANCE
New Year's Day	31 December (Friday)*
Martin Luther King's Birthday	17 January (Monday)*
President's Day	21 February (Monday)*
Memorial Day	29 May (Monday)*
Independence Day	4 July (Tuesday)*
Labor Day	4 September (Monday)*
Columbus Day	9 October (Monday)*
Veteran's Day	10 November (Friday)*
Thanksgiving Day	23 November (Thursday)*
Christmas Day	25 December (Monday)*

\* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Contracts Division and Receiving Branch are as follows:

AREA	FROM	TO
Contracts Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	8:00 A.M. 12:30 P.M.	11:30 A.M. 2:00 P.M.

If you intend to visit the Contracts Division, it is advised that you call for an appointment at least 24 hours in advance.

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE		
	N00174-00-R-0037	10	OF	46
NAME OF OFFEROR OR CONTRACTOR				

INVOICE MAILING INSTRUCTIONS

MAIL INVOICES TO: INDIAN HEAD DIVISION, NAVSEA  
COMPTROLLER DEPARTMENT CODE 021  
ACCOUNTING AND FINANCE DIVISION BLDG 1601  
101 STRAUSS AVE  
INDIAN HEAD, MD 20640-5035

**CERTIFICATE OF ANALYSIS (NAVSEA/IHD) FEB 2000 - ADDENDUM**

(a) A certificate of analysis/test showing that the material has been sampled and/or tested and found to be within the minimum requirements of the specification description shall be prepared. The certificate shall be ( ) maintained by the contractor for a minimum of one (1) year from the completion of the order/contract or (X) forwarded to this activity; one (1) copy to accompany the shipment (in the packing list envelope) and one (1) copy mailed to arrive at time of receipt of the shipment (mark the certificate to the attention of: Code 11Q).

(b) Each certificate must be traceable to the material covered by the certificate. The certificate shall state, above the signature of a legally authorized representative of the company the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(c) Certificate for shipments of bulk chemicals shall state contract number, drawing or specification number, lot number, rail car number if shipped by rail or trailer number if by truck, and the date of shipment.

(d) Any demurrage accrued as a result of detaining commercial carriers because of nonreceipt of the certificate shall be the responsibility of the Contractor.

(e) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

**FIRST ARTICLE (CONTRACTOR TESTING) (NAVSEA) (SEP 1990) - ADDENDUM**

(a) For the purpose of this contract, the "First Article" is synonymous with the terms "preproduction model(s) and "preproduction equipment".

(b) The First Article shall conform in every respect to the requirements of this contract and shall be fully tested by the Contractor at its own expense to determine compliance with said requirements. The production equipment shall be manufactured with tools, material and methods which are the same as or representative of the tools, material and methods which were used to manufacture the First Article.

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00174-00-R-0037	PAGE 11      OF      46
---------------------------	---	----------------------------

NAME OF OFFEROR OR CONTRACTOR

(c) Pursuant to paragraph (e) of the clause entitled "FIRST ARTICLE APPROVAL--CONTRACTOR TESTING" (FAR 52.209-3), the First Article shall not be delivered as part of the production quantity.

## STATEMENT OF WORK FOR THE PROCUREMENT OF SULFURIC ACID - ADDENDUM

**1.0 PURPOSE:** This document contains information necessary to procure Sulfuric Acid (H<sub>2</sub>SO<sub>4</sub>) for the Indian Head Division, Naval Surface Warfare Center, Indian Head, MD 20640-5035.

## 2.0 INTRODUCTION

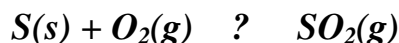
### 2.1 BACKGROUND

Sulfuric Acid is used treatment of boiler feedwater to generate steam which is required for the power plant to meet our Activities electricity and steam demands.

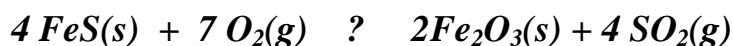
The Indian Head Division, Naval Surface Warfare, Public Work Department, Utilities Power Plant Division requires 93.2% sulfuric acid to treat boiler feedwater according to industry standards.

There are two major processes used in the production of H<sub>2</sub>SO<sub>4</sub>, lead chamber process and contact process. The lead-chamber process is the older of the two processes, and its product is aqueous sulfuric acid containing 62% to 78% H<sub>2</sub>SO<sub>4</sub>. The contact process yields pure sulfuric acid. In both processes, sulfur dioxide, SO<sub>2</sub> is oxidized to sulfur trioxide, SO<sub>3</sub>, and the SO<sub>3</sub> is dissolved in water.

Sulfur dioxide is obtained by burning sulfur,

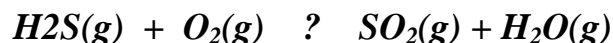


by roasting pyrite (iron sulfide) or other metal sulfides prior to smelting,

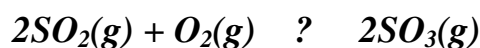


<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE		
	N00174-00-R-0037	12	OF	46
NAME OF OFFEROR OR CONTRACTOR				

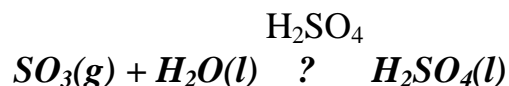
or by burning hydrogen sulfide,



The sulfur dioxide is oxidized to sulfur trioxide catalytically.



Without the catalyst the oxidation of SO<sub>2</sub> is quite slow. In the contact process, the catalyst is vanadium (V) oxide, V<sub>2</sub>O<sub>5</sub>, mixed with an alkali metal sulfate. The product SO<sub>3</sub> is dissolved in 98% sulfuric acid. The dissolved SO<sub>3</sub> reacts with the 2% water, forming H<sub>2</sub>SO<sub>4</sub>.



Pure sulfuric acid is a colorless, odorless, oily liquid. It freezes at 10.5<sup>0</sup>C. It fumes when heated, because some of the H<sub>2</sub>SO<sub>4</sub> decomposes to H<sub>2</sub>O and SO<sub>3</sub>. The H<sub>2</sub>O is retained in the liquid, while SO<sub>3</sub> gas is released. Therefore, the concentration of H<sub>2</sub>SO<sub>4</sub> decreases, reaching a concentration of 98.33%. This solution boils at 338<sup>0</sup>C and is known as "concentrated sulfuric acid." When it is mixed with water, a highly exothermic reaction occurs, and the energy released can be enough to heat the mixture to boiling.

### 3.0 QUALITY ASSURANCE

#### 3.1 WITNESSING OF VENDORS ANALYSIS

Indian Head Division, Naval Surface Warfare Center reserves the right to witness the analysis of the sulfuric acid in the vendor facility at any time during the life of the contract.

#### 3.2 QUALITY DOCUMENTATION

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00174-00-R-0037	PAGE 13      OF      46
---------------------------	---	----------------------------

NAME OF OFFEROR OR CONTRACTOR

Contractor shall perform all inspection requirements according to Federal Acquisition Regulations (FAR 52.246-2). Vendor shall notify in writing Indian Head Division, Naval Surface Warfare Center of any changes to the process, equipment, and raw materials which may affect the quality of the sulfuric acid throughout the life of the contract.

### **3.3 FIRST ARTICLE TEST REQUIREMENT**

The government reserves the right to perform a First Article Test (FAT) of vendor's sulfuric acid after award of the contract. The FAT shall be in accordance with enclosure (2), First Article Test Plan for Sulfuric Acid.

### **3.4 QUALITY PROGRAM REQUIREMENTS**

The vendor shall conform to the following military standards and specifications during the life of the contract:

MIL-STD-129 L	MARKING FOR SHIPMENT AND STORAGE
NCZ 1.4	SAMPLING PROCEDURES AND TABLES FOR INSPECTION BY ATTRIBUTES
JAN-A-179	ACID, SULFURIC, AND OLEUM

## **4.0 SULFURIC ACID TRUCK FLEET**

### **4.1 MANAGEMENT OF TRUCK FLEET**

The vendor shall be responsible for management and cleaning of sulfuric acid trunk tankers. Representatives of Indian Head Division, Naval Surface Warfare Center may meet with vendor and perspective shipper to discuss method of shipment after award of contract.

### **4.2 TANKER CAPACITY**

The truck tankers must be capable of delivering 45,000 lbs of acid in one shipment.

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE		
	N00174-00-R-0037	14	OF	46
NAME OF OFFEROR OR CONTRACTOR				

### 4.3 TANK TRUCK CONFIGURATION

We require truck tankers to be equipped to unload from the bottom. Each truck tanker shall be dedicated to delivering sulfuric acid. The bottom unloaded tanker must be provided with discharge valve and 2 inch flange connection.

### 4.4 TRANSPORTATION REGULATIONS

All truck tankers shall comply with regulation stated in the Department of Transportation's 49 CFR for transportation of hazardous materials.

### 4.5 CLEANING

We require the vendor to steam clean the tanker before vendor transfers material for shipment to Indian Head Division, Naval Surface Warfare Center, Indian Head, MD 20640-5035. Vendor shall certify in writing truck tanker has been steam cleaned and submit a copy with truck shipment to Indian Head Division. Shipments shall not be accepted without written cleaning certification.

### 4.6 DETENTION CHARGES

The truck tanker may incur delays once arriving on station, due to inclement weather, equipment problems, etc. the Indian Head Division, Naval Surface

Warfare Center will endeavor to minimize delays. A minimum of two hours is necessary to safely transfer contents of each tanker to our storage tanks without charging to the government.

### 4.7 SPILL RESPONSIBILITIES

Vendor is responsible for any hazardous spills that may occur during transport of sulfuric acid.

## 5.0 RECEIPT INSPECTION OF SULFURIC ACID

### 5.1 RECEIPT INSPECTION

Sulfuric acid deliveries can enter the facility between the hours of 8:00 a.m. – 2:00 p.m. Monday through Friday. In case to emergencies special permission

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	N00174-00-R-0037	15 OF 46
NAME OF OFFEROR OR CONTRACTOR		

to be arranged through the Production Controller in Code 2320 to allow the trucks arrive at alternate times.

## 5.2 INSPECTION AND WEIGHING OF TRUCK

The truck tanker will proceed to the Weight Station to undergo inspection and weighing. Ordnance Management personnel will inspect the truck and tanker for the following: leaking flanges, deteriorating gaskets, broken valves, properly inflated tires etc. In addition, the presence of a Certificate of Analysis (CA) and Material Safety Data Sheet (MSDS) will be verified. If the discrepancy is found, the government reserves the right to return the shipment to the Vendor at no cost to the government.

## 5.3 FINAL ACCEPTANCE

The shipment will then proceed to the Utilities Division, Power Plant, Building 873 for off loading. The following will occur before transfer.

- a. A representative of the Utilities Division, Power Plant, shall inspect the certificate of analysis to confirm that the material meets the specification. The truck will be directed to the acid storage area upon final acceptance.
- b. The government reserves the right to sample the sulfuric acid upon receipt of the shipment for a laboratory analysis. The sample shall be taken by the Chemicals Production Branch personnel. If the truck sample fails the government’s analysis, the shipment shall be returned to the vendor at no cost to the government.
- c. The truck will not be unloaded without a certificate of analysis present.
- d. The government reserves the right to perform any additional testing that is desired. If additional testing is required results will be reported to Vendor. The requisition and Lot number shall be included.

# FIRST ARTICLE TEST PLAN FOR SULFURIC ACID

## 1. SCOPE

**1.1** This test plan covers the test methods and acceptance criteria for Sulfuric Acid us in the treatment of boiler feedwater to generate steam which is required for the plant to supply the

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00174-00-R-0037	PAGE 16      OF      46
---------------------------	---	----------------------------

NAME OF OFFEROR OR CONTRACTOR

Activities with its electrical and steam demands at the Naval Surface Warfare Center, Indian Head Division.

## 2. *REFERENCE DOCUMENTS*

### 2.1 **ASTM Standards:**

E 223      Standard Test Method for Analysis of Sulfuric Acid

### 2.2 *Military Specifications and Standards:*

JAN-A-179      Acid, Sulfuric, and Oleum

NCZ 1.4      Sampling Procedures and Tables for Inspection by Attributes

MIL-STD-129      Marking for Shipment and Storage

## 3. **TEST METHODS AND ACCEPTANCE CRITERIA**

**3.1** Final Acceptance of First Article Test – Final acceptance of this First Article test sample in contingent upon the successful completion of the ASTM – E223 Standard Test Method for Analysis of Sulfuric Acid.

**3.2** These test methods cover the analysis of sulfuric acid. The analytical procedure appear in the following order:

	Sections
Total Acidity	8 to 16
Baume Gravity	17 to 26
Nonvolatile Matter	27 to 33
Iron	34 to 43
Sulfur Dioxide	44 to 51
Arsenic	52 to 61

## 4. **SAMPLING** – Sulfuric Acid, 93.2% or better, technical grade, 66<sup>0</sup> baume.

**4.1** Receipt of Sample – Deliver qualification samples to the following address:

PHYSICHEM DIVISION, CODE 3320K

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00174-00-R-0037	PAGE 17	OF 46
---------------------------	---	------------	----------

NAME OF OFFEROR OR CONTRACTOR

BUILDING 1864 ATTN: KARRIE SANDAGGER  
INDIAN HEAD DIVISION, NAVAL SURFACE WARFARE CENTER  
101 STRAUSS AVENUE  
INDIAN HEAD, MD 20640-5035

**4.2 Sample Size** – Sample size shall be 1 gallon (3.8 liters) for each sample submitted shall be in a glass acid resistant bottle with Teflon closure. The

amount of headroom in the sample bottle shall be kept to a minimum. Code 3320 shall distribute the individual samples to NSWCIHD laboratories for analysis.

**4.3 Sample Labeling** – Label sample per MIL-STD – 129 for shipment and storage. Include the local specification number and manufacture's name with each sample submitted.

**4.4 Certificate of Analysis** – Each sample provided shall have a certificate of analysis.

**4.5 Material Safety Data Sheet (MSDS)** – Each sample provided shall have a MSDS.

## **DELIVERIES OR PERFORMANCE** **ADDENDUM**

### **52.212-9 Variation in Quantity**

**APR 1984**

- 10 Percent Increase
- 10 Percent Increase

**This increase or decrease shall apply to (ITEMS # 0001 thru 0008)**

**NOTE:** - AT REQUEST OF NSWC SPLIT LOAD DELIVERIES WILL BE REQUIRED.

- NSWC WILL NOTIFY COMPANY OF DELIVERIES 48 HOURS BEFORE REQUIRED.
- TRUCK TANKER WILL PROCEED TO THE BADGE AND PASS OFFICE TO SECURE AN VISITOR'S PASS AND MAP BEFORE ENTERING NSWC MAIN GATE. THEREAFTER PROCEED TO THE WEIGH STATION TO UNDERGO INSPECTION AND WEIGHING **BEFORE AND AFTER DELIVERY** OF SULFURIC ACID, BUILDING 1104, BETWEEN THE HOURS OF 8:00 A.M. AND 2:00 P.M. THE TRUCK TANKER WILL BE ESCORTED TO THE DELIVERY SITE.

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00174-00-R-0037	PAGE 18	OF 46
---------------------------	---	------------	----------

NAME OF OFFEROR OR CONTRACTOR

- DELIVERIES WILL BE MADE AT NSWC – UTILITES, POWER PLANT, BUILDING 873.
- DELIVERIES WILL BE MADE BETWEEN THE HOURS OF 8:00 AM TO 2:00 PM.

(a) The Government requires delivery to be made according to the following schedule:

#### REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	REQUIRED BY
0001	7000 HP	<b>BASE YEAR</b> First delivery of 45,000 lbs. required approximately 30 days after date of contract with balance due in increments of 45,000 lbs to be delivered once or twice a month <b>as required</b> upon a 48 hour notification by authorized government agent.
0002	7000 HP	<b>OPTION YEAR - I</b> First delivery of 45,000 lbs. required approximately 30 days after exercise of option with balance due in increments of 45,000 lbs to be delivered once or twice a month <b>as required</b> upon a 48 hour notification by authorized government agent.
0003	7000 HP	<b>OPTION YEAR - II</b> First delivery of 45,000 lbs. required approximately 30 days after exercise of option with balance due in increments of 45,000 lbs to be delivered once or twice a month <b>as required</b> upon a 48 hour notification by authorized government agent.

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00174-00-R-0037	PAGE 19            OF            46
---------------------------	---	--

NAME OF OFFEROR OR CONTRACTOR

0004                      7000 HP                      **OPTION YEAR - III**  
First delivery of 45,000 lbs. required  
approximately 30 days after exercise of option with  
balance due in increments of 45,000 lbs to be  
delivered once or twice a month **as required** upon a  
48 hour notification by authorized government  
agent.

0005                      7000 HP                      **OPTION YEAR - IV**  
First delivery of 45,000 lbs. required  
approximately 30 days after exercise of option with  
balance due in increments of 45,000 lbs to be  
delivered once or twice a month **as required** upon a  
48 hour notification by authorized government  
agent.

#### **CERTIFICATE OF ANALYSIS (IHD/NSWC)**

(a) A certificate of analysis/test showing that the material has been sampled and /or tested and found to be within the minimum requirements of the specification/drawing/contract shall be prepared. The certificate shall be ( ) maintained by the contractor for a minimum of one (1) year from the completion of the order/contract or (X) forwarded to this activity; one (1) copy to accompany the shipment (in the packing list envelope) and one (1) copy mailed to arrive at time of receipt of the shipment (mark the certificate to the attention of 0942 KB).

(b) Each certificate must be traceable to the material covered by the certificate. The certificate shall state, above the signature of a legally authorized representation of the company the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

#### **ACCIDENT REPORTING - ADDENDUM**

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	N00174-00-R-0037	20 OF 46

NAME OF OFFEROR OR CONTRACTOR

(a) In accordance with DFARS 52.223-7002 (d) the Contractor shall immediately notify the Contracting Officer, Indian Head Division. Naval Surface Warfare Center, Indian Head, MD 20640-5035 following an accident or incident. Also, a written report shall be forwarded within 10 days of the accident or incident containing, at a minimum, the following:

- (1) Location, date and local time of the occurrence:
- (2) Category of accident (fire, explosion, natural disaster, etc.);
- (3) Identification of equipment, material and type of activity involved;
- (4) Contract Number;
- (5) Procuring activity (name of PCO and ACO);
- (6) Narrative of occurrence, including cause(s), if known;
- (7) Personnel involved and degree of injury, if any. Specify whether Contractor and/or Government personnel;
- (8) Assessment of damage. Estimated in dollars for contractor and/or government owe material, property, equipment;
- (9) Was a news release made? If so, by whom? If not, will a news release be made?
- (10) Was a request made for any assistance?
- (11) Will there be any effect on production?
- (12) Corrective action taken, if any.
- (13) Name and title of person submitting this report.

(b) The DCAS ACO shall immediately notify the Procurement Contracting Officer (PCO) following and accident or incident and then forward weekly written reports until the accident or incident no longer affects production and/or when contract deliveries are on schedule.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2000)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	N00174-00-R-0037	21      OF      46

NAME OF OFFEROR OR CONTRACTOR

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).

(3) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

\_\_\_(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_(ii) Alternate I to 52.219-5.

\_\_\_(iii) Alternate II to 52.219-5.

\_\_\_ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

\_\_\_ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

\_\_\_(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	N00174-00-R-0037	22      OF      46

NAME OF OFFEROR OR CONTRACTOR

\_\_\_\_(ii) Alternate I of 52.219-23.

\_\_\_\_(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_\_(10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_\_(11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

\_\_\_\_(12) 52.222-26, Equal Opportunity (E.O. 11246).

\_\_\_\_(13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

\_\_\_\_(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

\_\_\_\_(15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

\_\_\_\_(16) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).

\_\_\_\_(17)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

\_\_\_\_(ii) Alternate I of 52.225-3.

\_\_\_\_(iii) Alternate II of 52.225-3.

\_\_\_\_(18) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_\_(19) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

\_\_\_\_(20) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

\_\_\_\_(21) [Reserved]

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00174-00-R-0037PAGE  
23 OF 46

NAME OF OFFEROR OR CONTRACTOR

\_\_\_\_(22) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

\_\_\_\_(23) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

\_\_\_\_(24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

\_\_\_\_(25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

\_\_\_\_(26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

\_\_\_\_(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

\_\_\_\_(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

\_\_\_\_(3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_(4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

\_\_\_\_(6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	N00174-00-R-0037	24 OF 46

NAME OF OFFEROR OR CONTRACTOR

excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 2012(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00174-00-R-0037	PAGE 25            OF            46
---------------------------	---	--

NAME OF OFFEROR OR CONTRACTOR

#### **52.212-4     CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 1999)**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00174-00-R-0037	PAGE 26      OF      46
---------------------------	---	----------------------------

NAME OF OFFEROR OR CONTRACTOR

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00174-00-R-0037	PAGE 27      OF      46
---------------------------	---	----------------------------

NAME OF OFFEROR OR CONTRACTOR

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00174-00-R-0037	PAGE 28            OF            46
---------------------------	---	--

NAME OF OFFEROR OR CONTRACTOR

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

#### **52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (MAR 2000)**

(a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00174-00-R-0037	PAGE 29      OF      46
---------------------------	---	----------------------------

NAME OF OFFEROR OR CONTRACTOR

- (3) The name, address, and telephone number of the offeror;
  - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR 52.212-3;
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00174-00-R-0037	PAGE 30      OF      46
---------------------------	---	----------------------------

NAME OF OFFEROR OR CONTRACTOR

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00174-00-R-0037PAGE  
31 OF 46

NAME OF OFFEROR OR CONTRACTOR

solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00174-00-R-0037	PAGE 32	OF 46
---------------------------	---	------------	----------

NAME OF OFFEROR OR CONTRACTOR

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

### **52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (FEB 2000)**

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00174-00-R-0037	PAGE 33            OF            46
---------------------------	---	--

NAME OF OFFEROR OR CONTRACTOR

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of it's stock is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

( ) TIN:-----

( ) TIN has been applied for.

( ) TIN is not required because:

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00174-00-R-0037	PAGE 34            OF            46
---------------------------	---	--

NAME OF OFFEROR OR CONTRACTOR

( ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

( ) Offeror is an agency or instrumentality of a foreign government;

( ) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

( ) Sole proprietorship;

( ) Partnership;

( ) Corporate entity (not tax-exempt);

( ) Corporate entity (tax-exempt);

( ) Government entity (Federal, State, or local);

( ) Foreign government;

( ) International organization per 26 CFR 1.6049-4;

( ) Other-----

(5) Common parent.

( ) Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00174-00-R-0037PAGE  
35 OF 46

NAME OF OFFEROR OR CONTRACTOR

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, not a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00174-00-R-0037PAGE  
36 OF 46

NAME OF OFFEROR OR CONTRACTOR

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

( ) 50 or fewer ( ) \$1 million or less

( ) 51 - 100 ( ) \$1,000,001 - \$2 million

( ) 101 - 250 ( ) \$2,000,001 - \$3.5 million

( ) 251 - 500 ( ) \$3,500,001 - \$5 million

( ) 501 - 750 ( ) \$5,000,001 - \$10 million

( ) 751 - 1,000 ( ) \$10,000,001 - \$17 million

( ) Over 1,000 ( ) Over \$17 million

(7) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00174-00-R-0037	PAGE 37      OF      46
---------------------------	---	----------------------------

NAME OF OFFEROR OR CONTRACTOR

based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It {time} has, {time} has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It ( ) has, ( ) has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00174-00-R-0037	PAGE 38            OF            46
---------------------------	---	--

NAME OF OFFEROR OR CONTRACTOR

employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	N00174-00-R-0037	39      OF      46

NAME OF OFFEROR OR CONTRACTOR

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision: (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products

Line Item No.:-----

(List as necessary)

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00174-00-R-0037	PAGE 40            OF            46
---------------------------	---	--

NAME OF OFFEROR OR CONTRACTOR

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision: (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00174-00-R-0037	PAGE 41            OF            46
---------------------------	---	--

NAME OF OFFEROR OR CONTRACTOR

determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of provision)

## 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

  X   **PAST PERFORMANCE**

  X   **PRICE**

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00174-00-R-0037	PAGE 42	OF 46
---------------------------	---	------------	----------

NAME OF OFFEROR OR CONTRACTOR

Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

## **52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (MAR 2000)**

(a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00174-00-R-0037	PAGE 43            OF            46
---------------------------	---	--

NAME OF OFFEROR OR CONTRACTOR

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00174-00-R-0037	PAGE 44            OF            46
---------------------------	---	--

NAME OF OFFEROR OR CONTRACTOR

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE		
	N00174-00-R-0037	45	OF	46
NAME OF OFFEROR OR CONTRACTOR				

the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00174-00-R-0037	PAGE 46            OF            46
---------------------------	---	--

NAME OF OFFEROR OR CONTRACTOR

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

## PRICE HISTORY DATA

### PRICE HISTORY OF ITEM - SULFURIC ACID

Quantity 7,000 HP                      Unit Price \$3.94                      Total Price \$27,580.00

Date of Award 09 May 95                      Contractor Chesapeake Corporation